

**REMARKS**

Claims 1-88 are pending in this application. By this amendment, claims 61 and 75 are amended.

Reconsideration and allowance in view of the following remarks are respectfully requested. No new matter has been added by this amendment. Support for the amendments to the claims may be found, for example, in paragraphs 26, 30, 91, 121 and 141 of the published patent application 2002/0077978.

**A. The 35 U.S.C. 112 Rejections**

On page 3, the Office Action rejects claims 1, 43, 61 and 75 under 35 U.S.C. §112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention:

Specifically, the newly added limitation "without account information of the customer" is unclear. Examiner is unable to determine what Applicant considers to be "account information of the first customer." Examiner considers that "account information" could be broadly interpreted as any information in a user's account, such as a customer's name, mailing address, e-mail address, financial institution, account number, transaction number, etc. Applicant's specification, including the parts which Applicant pointed to as providing support for said limitations, does not clearly point out what is not transmitted."

Applicant traverses such assertions. The Office Action first asserts that the Examiner is unable to determine what Applicant considers to be "account information of the first customer." However, such assertion is not understood, in that the Office Action thereafter sets forth an interpretation of "account information." Clarification of the rejection is requested.

Applicant respectfully submits that the rejection is not supported, and accordingly, has not amended claims 1 and 43. However, claims 61 and 75 are amended to further clarify the claimed invention.

Accordingly, applicant respectfully requests withdrawal of the rejection under 35 U.S.C. §112.

**B. The 35 U.S.C. 102 Rejection**

Claims 1-12, 14, 16, 19-21, 23, 24, 26, 27, 29-45, 47-59, 61 -86, and 88 are rejected under 35 U.S.C. 102(e) as being anticipated by Levchin et al., U.S. Patent No. 7,089,208.

Applicant respectfully traverses this rejection.

**Regarding claims 1, 20, 21, 43, 77, 78,** on page 4 the Office Action alleges that:

Levchin discloses a system and method for electronically exchanging value among distributed users, comprising:... such effectuating of the commanded transfer of funds including a pushing of funds to the electronic payment account of the another customer (column 9 lines 4-19), wherein in such pushing, payee account number of the another customer, the payee, is transmitted over a network without account information of the first customer, the payor (column 6 lines 29-35). It is noted that within the context of Levchin, accounts may be identified by phone numbers, which would be a number that identifies the account, and may be considered to be an account number for these purposes.

The previous response filed October 31, 2007 argued at least two features that Levchin fails to disclose. Specifically, the previous response discussed the features: (1) "pushing of funds to the electronic payment account of the another customer" and (2) "wherein in such pushing, a payee account number of the another customer, the payee, is transmitted over a network without account information of the first customer, the payor," as recited in claim 1. Applicant submits that the Office Action fails to refute these arguments.

On page 13, the Office Action responds by asserting that:

Regarding Applicant's argument that the operation of system of Levchin does not constitute "pushing of funds," Examiner respectfully disagrees. Examiner is

unaware of any art accepted definition of such a phrase, and is **unable to find a clear definition in Applicant's specification**. Therefore, Examiner has given the phrase its broadest reasonable interpretation to **mean a payor actively paying a payee** (as opposed to a payee requesting the funds be withdrawn from the payor account). Absent evidence that this interpretation is unreasonable in light of Applicant's specification, the payor initiating a transfer of funds is considered pushing the funds.

Applicant traverses such assertions, and submits that such interpretation is unreasonable in light of Applicant's specification. In contrast to such assertions, Applicant respectfully submits that "pushing of funds" is *fully disclosed throughout the specification*. Applicant acknowledges that patentability is based upon the claimed invention, but Applicant directs the Examiner at least to paragraphs 26, 50, 61, 76-78, 91-92, 98, 105, 109, 119-123, 133, 136, 145, 152, 172 and 174-175 for various depictions of "pushing of funds", such being in conflict with the above interpretation as set forth in the Office Action. Applicant respectfully submits that the Office Action is deficient in asserting that the Examiner is "unable to find a clear definition in Applicant's specification" regarding the meaning of "pushing", yet fails to acknowledge or discuss the extensive discussion throughout the patent application of such term.

Therefore, the Office Action improperly dismisses the argument made in the previous response regarding "pushing of funds." Specifically, while Levchin simply describes a payor "initiating" the transfer of funds, as is acknowledged in the Office Action, such "initiating" cannot be fairly asserted to teach the claimed "pushing" of funds. The Office Action references Levchin's teachings in column 9, lines 4-19. However, such disclosure merely describes that the payor may initiate the transfer. Levchin does not describe the "pushing" of funds with the account number of the payee, but without the account information of the payor, as recited in claim 1. Applicant submits that the claimed invention reflects a particular interrelationship between the customer interface, i.e., what the customer can effect, vis-à-vis the particular manner

in which funds are transferred to the another customer's electronic payment account, i.e., via pushing of the funds. Levchin fails to teach or suggest such particular interrelationship.

Regarding the previously argued feature “wherein in such pushing, a payee account number of the another customer, the payee, is transmitted over a network without account information of the first customer, the payor,” the *applied art completely fails to support the rejection*. In fact, Levchin discloses a fundamentally opposite concept from the feature recited in claim 1. Specifically, the Office Action alleges that Levchin discloses this feature in column 6, lines 29-35, wherein Levchin describes:

An identity certificate may include information such as the user's name, electronic mail address (or other meaningful identifier that identifies the user, such as a telephone number or social security number), account number or name, etc. Illustratively, an identity certificate also includes a public key of the user, which may be used to verify the authenticity of transactions conducted by the user.

The applied art therefore teaches “identity certificates for use in value exchange transactions” (column 6, line 28) that *include identifying information* such as “account number,” “name,” “telephone number,” “social security number,” etc. Thus, Levchin discloses an identity certificate used in a value exchange that is in **complete contrast to a transaction** “transmitted over a network *without account information* of the first customer, the payor” as recited in claim 1. In other words, Levchin provides a means of specifically identifying the payor with account information such as an account number. In summary, the applied art is **almost perfectly contrary** to the recited feature and therefore the applied art does not support the rejection.

Accordingly, withdrawal of the rejection of claim 1 under 35 U.S.C. §102 is respectfully requested. Further, independent claims 43, 61, and 75 all recite patentable subject matter at least for reasons similar to those set forth above with respect to claim 1.

The dependent claims recite patentable subject matter based on their dependencies on the respective independent claims, as well as for the additional features such dependent claims recite. Withdrawal of the 35 U.S.C. §102 rejections is respectfully requested.

**C. The 35 U.S.C. 103 Rejections Based on Levchin**

**In the Office Action**, on page 9, the Office Action rejects claims 13, 17, 18, 28, and 46 under 35 U.S.C. 103(a) as being unpatentable over Levchin. Regarding claims 60, 74, and 87, on page 11, the Office Action rejects these claims under 35 U.S.C. 103(a) as being unpatentable over Levchin, as applied above, in view of Magness, U.S. Patent No. 6,769,605. Regarding claims 15, 22, and 25, on page 11, the Office Action rejects these claims under 35 U.S.C. 103(a) as being unpatentable over Levchin, as applied above, in view of Drummond et al., U.S. Patent No. 7,080,036.

The Office Action asserts that Levchin fails to teach features related to a physical card linked to the payee account, and sending the physical card to the payee. The Office Action alleges that Magness solves such deficiencies.

Further, the Office Action asserts that Levchin fails to teach an interface configured such that when any of the customers of the plurality of additional banks access their respective account system, it appears that the customer's respective bank is operating the system. The Office Action then proposes to cure this noted deficiency with the teachings of Drummond.

That is, the Office Action asserts that Drummond teaches an automated banking machine development method, wherein a non-bank-specific banking interface is developed by an entity independent of the entity with which a customer holds an account, and wherein the customer is provided with interface outputs which suggests that the machine is one operated by the customer's particular bank or entity with whom they have an account relationship (column 14

lines 23-34). The Office Action asserts that it would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to modify the teachings of Levchin to include transparency of the independent entity as described above because it is desirable to provide a customer with a familiar environment, including their bank's branding in order to build customer relationship and brand image.

Applicant submits that even if it were obvious to modify Levchin based on official notice (as asserted in the 35 U.S.C. 103 rejection based on Levchin), Magness, and Drummond, as proposed in the Office Action (which Applicant does not admit is obvious) such modification of Levchin would still fail to cure the deficiencies of Levchin as described above.

Accordingly, withdrawal of the rejections under 35 U.S.C. §103 based on Levchin and Drummond is respectfully requested.

**D. Conclusion**

For at least the reasons outlined above, Applicant respectfully asserts that the application is in condition for allowance. Favorable reconsideration and allowance of the claims are respectfully solicited.

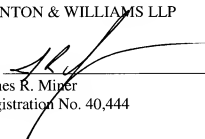
For any fees due in connection with filing this Response the Commissioner is hereby authorized to charge the undersigned's Deposit Account No. 50-0206.

Should the Examiner believe anything further is desirable in order to place the application in even better condition for allowance, the Examiner is invited to contact Applicant's undersigned representative at the telephone number listed below.

Respectfully submitted,

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Date: May 12, 2008

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